



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

Contract No. 01193040
Control 029605034
Project STP 2019(393)
Highway US 180
County JONES

February 25, 2019

CONTRACT PAVING CO.
PO BOX 308
TYE, TX 79563-0000

Construction Division
512-416-2425/2440/2465

Subject: AUTHORIZATION TO BEGIN WORK

We are forwarding one copy of the fully executed Contract as shown above. You are authorized to begin construction in accordance with the provisions of said contract.

Time for completion of the contract will be computed in accordance with Item 8.

Your proposal check is being returned according to your instructions or your proposal bid bond is released from further liability.

Sincerely,



Jesse A. Lineberger
Director, Construction & Maintenance Contract Letting

Enclosure

cc: ABL District

BONDED BY: SURETEC INSURANCE COMPANY
BOND NO. 4422415

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

CONTRACT NO. 01193040

CONTROL 0296-05-034

PROJECT STP 2019(393)

HIGHWAY US 180

COUNTY JONES

CONTRACT

between

STATE OF TEXAS

and

CONTRACT PAVING CO.

for

CONSTRUCTION OF 11.035 MILES

of

US 180

in

JONES COUNTY

This page intentionally left blank.

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

CONTRACT NO.	01193040
CONTROL	0296-05-034
PROJECT	STP 2019(393)
HIGHWAY	US 180
COUNTY	JONES

CONSTRUCTION CONTRACT

This agreement is made by and between the State of Texas, represented by the Executive Director, Texas Department of Transportation, party of the first part, and **CONTRACT PAVING CO.**, its executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the State desires to enter into a contract for the highway improvement as shown and described in the plans, specifications and special provisions included or referenced herein or as far as the money available will construct in accordance with the provisions of the State Statutes, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that it is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included or referenced specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at its own proper cost and expense, all the work necessary for the highway improvement as shown and described in the plans and in accordance with the provisions of the referenced specifications and special provisions which are a part of this contract.

The work to be performed under this contract shall be completed in **332 WORKING** days.

And the State in consideration of the full and true performance of said work by the Contractor hereby agrees and binds itself to pay to the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The State limits its obligation hereunder to the funds available.

This page intentionally left blank.

PROJECT: STP 2019(393)
COUNTY : JONES

CCSJ BIDDER DATE DIV JOB
029605034 1 1 19 47 40

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
104	6009		REMOVING CONC (RIPRAP) SY	124.000	24.000	2,976.00
104	6021		REMOVING CONC (CURB) LF	52.000	12.000	624.00
104	6031		REMOVING CONC (HEADWALL) CY	9.400	500.000	4,700.00
104	6064		REMOVING CONC (MISC) CY	18.000	500.000	9,000.00
134	6001		BACKFILL (TY A) STA	582.900	350.000	204,015.00
310	6005		PRIME COAT (AE-P) GAL	1,236.000	10.000	12,360.00
314	6014		EMULS ASPH (EROSN CONT) (MS-2) GAL	13,349.000	5.000	66,745.00
344	6124	001	SUPERPAVE MIXTURES SP-D SAC-B PG70-28 TON	52,432.000	92.480	4,848,911.36
351	6004		FLEXIBLE PAVEMENT STRUCTURE REPAIR (8") SY	2,500.000	66.000	165,000.00
354	6052		PLANE ASPH CONC PAV (0" TO 3 1/2") SY	2,666.000	5.000	13,330.00
354	6065		PLANE ASPH CONC PAV (3 1/2") SY	1,452.000	5.000	7,260.00
400	6005		CEM STABIL BKFL CY	23.000	165.000	3,795.00
420	6066		CL C CONC (RAIL FOUNDATION) CY	43.000	950.000	40,850.00
432	6002		RIPRAP (CONC) (5 IN) CY	70.000	590.000	41,300.00
450	6018		RAIL (TY T631) LF	1,325.000	90.000	119,250.00
451	6004		RETROFIT RAIL (TY T131RC) LF	656.000	100.000	65,600.00
462	6057		CONC BOX CULV (6 FT X 6 FT) (EXTEND) LF	28.000	700.000	19,600.00
462	6062		CONC BOX CULV (7 FT X 7 FT) (EXTEND) LF	30.000	856.000	25,680.00
462	6133		CONC BOX CULV (5 FT X 6.5 FT) (EXTEND) LF	13.000	725.000	9,425.00
462	6184		CONC BOX CULV (4 FT X 6.5FT) (EXTEND) LF	18.000	670.000	12,060.00

PROJECT: STP 2019(393)
COUNTY : JONES

CCSJ BIDDER DATE DIV JOB
029605034 1 1 19 47 40

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT APPROX. QUANT.	UNIT BID PRICE	EXTENSION
467	6157		SET (TY I) (S= 4 FT) (HW= 7 FT) (3:1) (C) EA 4.000	9,100.000	36,400.00
467	6190		SET (TY I) (S= 5 FT) (HW= 7 FT) (3:1) (C) EA 2.000	10,175.000	20,350.00
467	6227		SET (TY I) (S= 6 FT) (HW= 7 FT) (3:1) (C) EA 6.000	11,770.000	70,620.00
467	6260		SET (TY I) (S= 7 FT) (HW= 8 FT) (3:1) (C) EA 4.000	13,375.000	53,500.00
480	6001		CLEAN EXIST CULVERTS EA 26.000	2,140.000	55,640.00
496	6005		REMOV STR (WINGWALL) EA 8.000	2,675.000	21,400.00
496	6099		REMOVE STR (RAIL) LF 1,972.000	5.000	9,860.00
500	6001		MOBILIZATION LS 1.000	475,000.000	475,000.00
502	6001		BARRICADES, SIGNS AND TRAFFIC HANDLING MO 15.000	5,500.000	82,500.00
506	6038	004	TEMP SEDMT CONT FENCE (INSTALL) LF 146.000	8.000	1,168.00
506	6039	004	TEMP SEDMT CONT FENCE (REMOVE) LF 146.000	4.000	584.00
512	6001		PORT CTB (FUR & INST) (SGL SLOPE) (TY 1) LF 1,710.000	22.000	37,620.00
512	6025		PORT CTB (MOVE) (SGL SLP) (TY 1) LF 1,710.000	12.000	20,520.00
512	6037		PORT CTB (STKPL) (SGL SLP) (TY 1) LF 1,710.000	12.000	20,520.00
530	6011		INTRSCT, DRVWAYS, & TURNOUT (ACP) SY 4,488.000	36.000	161,568.00
533	6001		RUMBLE STRIPS (SHOULDER) LF 129,736.000	.210	27,244.56
533	6002		RUMBLE STRIPS (CENTERLINE) LF 55,229.000	.170	9,388.93
540	6001		MTL W-BEAM GD FEN (TIM POST) LF 4,862.500	25.000	121,562.50
540	6016		DOWNSTREAM ANCHOR TERMINAL SECTION EA 5.000	1,150.000	5,750.00
540	6021		MTL THRIE-BEAM GD FEN (TIM POST) EA 4.000	2,200.000	8,800.00

PROJECT: STP 2019(393)
COUNTY : JONES

CCSJ BIDDER DATE DIV JOB
029605034 1 1 19 47 40

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
542	6001		REMOVE METAL BEAM GUARD FENCE LF	6,200.000	3.500	21,700.00
542	6002		REMOVE TERMINAL ANCHOR SECTION EA	31.000	350.000	10,850.00
544	6001		GUARDRAIL END TREATMENT (INSTALL) EA	31.000	3,500.000	108,500.00
544	6003		GUARDRAIL END TREATMENT (REMOVE) EA	11.000	350.000	3,850.00
545	6001		CRASH CUSH ATTEN (INSTL) EA	2.000	11,000.000	22,000.00
545	6003		CRASH CUSH ATTEN (MOVE & RESET) EA	2.000	2,000.000	4,000.00
545	6005		CRASH CUSH ATTEN (REMOVE) EA	2.000	2,000.000	4,000.00
552	6003		WIRE FENCE (TY C) LF	80.000	80.000	6,400.00
658	6047		INSTL OM ASSM (OM-2Y) (WC) GND EA	74.000	80.000	5,920.00
658	6061		INSTL DEL ASSM (D-SW) SZ 1 (BRF) GF2 EA	28.000	85.000	2,380.00
662	6004		WK ZN PAV MRK NON-REMOV (W) 4" (SLD) LF	37,417.000	.400	14,966.80
662	6034		WK ZN PAV MRK NON-REMOV (Y) 4" (SLD) LF	68,673.000	.400	27,469.20
662	6050		WK ZN PAV MRK REMOV (REFL) TY II-A-A EA	962.000	5.000	4,810.00
662	6111		WK ZN PAV MRK SHT TERM (TAB) TY Y-2 EA	3,788.000	1.100	4,166.80
666	6036	007	REFL PAV MRK TY I (W) 8" (SLD) (100MIL) LF	192.000	1.004	192.76
666	6300	007	RE PM W/RET REQ TY I (W) 4" (BRK) (100MIL) LF	5,875.000	.510	2,996.25
666	6303	007	RE PM W/RET REQ TY I (W) 4" (SLD) (100MIL) LF	115,524.000	.500	57,762.00
666	6312	007	RE PM W/RET REQ TY I (Y) 4" (BRK) (100MIL) LF	44,602.000	.500	22,301.00
666	6315	007	RE PM W/RET REQ TY I (Y) 4" (SLD) (100MIL) LF	107,627.000	.500	53,813.50
668	6076		PREFAB PAV MRK TY C (W) (24") (SLD) LF	96.000	20.000	1,920.00

PROJECT: STP 2019(393)
COUNTY : JONES

CCSJ BIDDER DATE DIV JOB
029605034 1 1 19 47 40

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT APPROX. QUANT.	UNIT BID PRICE	EXTENSION
672	6009		REFL PAV MRKR TY II-A-A EA 1,216.000	3.851	4,682.81
677	6001		ELIM EXT PAV MRK & MRKS (4") LF 60,057.000	.955	57,354.43
677	6028		ELIM EXT PV MRK & MRKS (RUMBLE STRIP) LF 124,804.000	.500	62,402.00
6001	6002		PORTABLE CHANGEABLE MESSAGE SIGN EA 2.000	25,000.000	50,000.00
6055	6001		TMSP RADAR SPEED CONTROL MONITOR EA 2.000	10,000.000	20,000.00
6185	6002	001	TMA (STATIONARY) DAY 1,515.000	65.000	98,475.00
6185	6005	001	TMA (MOBILE OPERATION) DAY 42.000	285.000	11,970.00
				TOTAL	7,597,359.90

CONTRACT NO. 01193040

COUNTY JONES

The Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or individual any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The contractor agrees that any payments owing under this contract will be applied towards the debt or delinquent taxes owed to the state until the debt or delinquent taxes are paid in full.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the performance of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

STATE OF TEXAS
Party of the First Part

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

By



GINA E. GALLEGOS, P.E., DIRECTOR, CONSTRUCTION DIVISION

Date

2-25-19

CARLOS J. RODRIGUEZ, P.E., DIRECTOR, CONSTRUCTION

(Typed, Printed or Stamped Name and Title)

RECOMMENDED FOR EXECUTION:

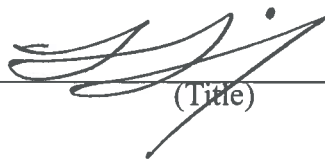




CONTRACTOR
Party of the Second Part

CONTRACT PAVING CO.

By:


(Title)

2/5/19
(Date)

By:

(Title)

(Date)

By:

(Title)

(Date)

This page intentionally left blank.

CARLOS J. RODRIGUEZ, P.E., DIRECTOR, CONSTRUCTION

PERFORMANCE BOND

CONTRACT NO. 01193040

COUNTY JONES

BOND NO. 4422415

KNOW ALL PERSONS BY THESE PRESENTS:

That we **CONTRACT PAVING CO.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with a sum not greater than **seven million five hundred ninety-seven thousand three hundred fifty-nine and 90/100 Dollars (\$7,597,359.90)**, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.


Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said principal is required before commencing the work provided for in said contract to execute a bond in the amount of said contract.

Now, therefore, the condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with the plans, specifications, and contract documents as provided in said contract aforesaid, and shall fully indemnify and save harmless the State of Texas from all costs and damage which the State of Texas may suffer by reason of the **Principal's** default or failure to do so and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further, that the said surety(s) for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond. The surety(s) does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract or to the work or to the Specifications, unless otherwise specified in the contract.

WITNESS our hand this, 16th day of February, 2019.

CONTRACT PAVING CO.



CONTRACTOR
*By: PRESIDENT
(Title)

CONTRACTOR
*By: _____
(Title)

Frank Siddons Insurance Agency Fort Worth, Inc.
2900 Marquita Drive
Fort Worth, TX 76116-4016

SURETEC INSURANCE COMPANY
SURETY (Print Firm Name and Seal)

*By: _____
(Title) **ATTORNEY-IN-FACT**

SURETY (Print Firm Name and Seal)
*By: _____
(Title)

SURETY (Print Firm Name and Seal)
*By: _____
(Title)

*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

This page intentionally left blank.

PAYMENT BOND

CONTRACT NO. 01193040

COUNTY JONES

BOND NO. 4422415

KNOW ALL PERSONS BY THESE PRESENTS:

That we **CONTRACT PAVING CO.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with an amount no greater than **seven million five hundred ninety-seven thousand three hundred fifty-nine and 90/100 Dollars (\$7,597,359.90)**, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said **Principal** is required before commencing the work provided for in said contract to execute a bond in the amount of said contract solely for the protection of all claimants, as defined by the Texas Government Code Title 10, Chapter 2253, or successor statutes, in the prosecution of the work provided for in said contract supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract, for the use of each such claimant.

The condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully make payment to each and every claimant as defined by law, supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the **Surety(s)** being hereby waived, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

WITNESS our hand this, 16th day of February, 2019.

CONTRACT PAVING CO.

[Signature]
CONTRACTOR

*By: PRENDER
(Title)

CONTRACTOR

*By: _____
(Title)

Frank Siddons Insurance Agency Fort Worth, Inc.
2900 Marquita Drive
Fort Worth, TX 76116-4016

SURETEC INSURANCE COMPANY

SURETY (Print Firm Name and Seal)

*By: [Signature]
(Title) **ATTORNEY-IN-FACT**

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.
This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

This page intentionally left blank.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Steven B. Siddons, Lorrie Scott, Holly A. Gravenor, Shirong Chen, Linda K. Edwards

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Ten Million and 00/100 Dollars (\$10,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2019 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 28th day of April, A.D. 2017.

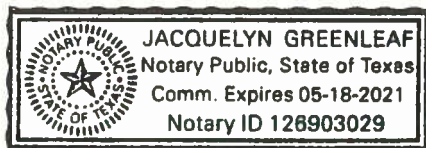
SURETEC INSURANCE COMPANY

By: John Knox Jr., President

State of Texas ss:
County of Harris



On this 28th day of April, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Greenleaf
Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 16th day of February, 2019, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

<p style="text-align: center;">SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION</p>
--

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.
